

Article 10

UNION RIGHTS

- A. Intra-Agency Mail. The Union will have the right to use the State's intra-agency mail distribution services for legitimate union business. The Union agrees that the intra-agency mail service will not be used for other purposes. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be mailed through the intra-agency mail system.
- B. Bulletin Boards. The Employer agrees to furnish space and install bulletin boards of mutually-agreed size, shape, and composition, for exclusive use of the Union.
1. The Union shall bear the full cost of purchasing the bulletin boards, and shall be responsible for their maintenance after installation.
 2. All posted materials shall be signed and dated by the Union Executive Director or designee, and shall relate only to the matters indicated below:
 - a. Union recreational/social affairs;
 - b. Union appointments;
 - c. Union election information;
 - d. Union meetings;
 - e. Rulings or policies of the Union
 - f. Committee reports;
 - g. Copies of official communications to the Employer;
 - h. Union newsletter;
 - i. Any other material authorized by the Employer or designee and the Executive Vice President of the Union or designee.
 3. No partisan political literature nor materials defamatory to the Employer or the State of Michigan shall be posted.
 4. The bulletin boards shall be maintained by the President, Executive Director, or designee of the Union, and shall be for the sole and exclusive use of the Union.
 5. The Employer will notify the Union of any posted materials which violate provisions of this Article. The Union will immediately cause such materials to be removed.
- C. Use of State Buildings. The Union shall have the right to use State buildings and conference rooms for union meetings, subject to prior approval of the agency involved. Union meetings on State premises shall be governed by the Employer's operational and security considerations and shall be confined to the approved locations.

- D. Time Off for Union Business. Upon written request and with prior approval of Management, properly designated Union representatives shall be allowed time off without pay for legitimate Union business.
- E. Annual Leave Buy-Back. A unit employee may elect to use annual leave credits, deferred hours, or compensatory time, to conduct Union business. Only the unit employee may purchase back from the State the total cost to the State of such credits subject to the following:
1. Unit employees shall be permitted annual leave, deferred hours, or compensatory time for absence from work for Union activity up to a maximum of their accrued credits.
 2. The unit employee may reimburse expended credits used in the previous calendar year by cash payment to the appropriate State authority.
 3. The parties agree that "buy back" will not take place more than four (4) times per year.
 4. The parties agree that the unit employee's other benefits will not be adversely affected by the implementation of this Article.
 5. Use of annual leave credits, deferred hours, or compensatory time is subject to the same approval requirements as for any other use of such time.
- F. Administrative Leave. The Employer agrees to permit, pursuant to the following conditions, the use of Employer-paid time for the conduct of Union business and for certain training functions:
1. Executive Officers, Directors and duly authorized Union employees may collectively use administrative leave from an administrative leave bank to conduct Union business or attend Union training. This administrative leave bank shall be calculated on the basis of one hour per employee of the bargaining unit on the payroll during the first full pay period of October in each year. Such Administrative Leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this section. The Union shall designate to the Employer in writing the names of its Executive Officers, Directors and duly authorized Union employees entitled to utilize the hours in this administrative leave bank. Administrative leave will be granted only in blocks of one (1) or more hours, not to exceed forty (40) hours per employee in any pay period. The unit employee and the immediate supervisor(s) will mutually agree on the scheduling of this time so as to minimize the disruption of work schedules. In addition, the Union will normally make a written request for release of the unit employees seven (7) calendar days in advance. The Union will send the request to the Appointing Authority or designee and the Office of the State Employer. The request will include:

- a. Unit employee name;
 - b. Unit employee department;
 - c. Dates for release;
 - d. Number of bank hours to be used and,
 - e. Whether the leave is for Union business or training.
 2. The Department may deny the request if operational needs preclude release. The Union may change the designation of the Executive Officers or Directors and duly authorized members by providing seven (7) days notice to the Office of State Employer.
 3. Up to 250 hours of the administrative leave bank will be available for stewards to use in order to represent bargaining unit employees from other departments during investigative interviews, disciplinary conferences and grievance meetings where no steward is authorized or designated within the employee's department or a steward from another department is located closer to the employee to be represented. There is no requirement for a written request for release from the union when a designated steward uses leave from the bank for this purpose. Requests for time will be made to the immediate supervisor with as much advance notice as possible and subject to approval based on operational needs. The time will be promptly reported to the department, the Office of the State Employer and the Union. In the event that the Employer or the Union raises concerns regarding this use of the administrative leave bank by stewards, the parties agree to meet to resolve the concerns.
- G. Stewards. The Union may designate up to twenty-one (21) stewards, with no more than 1% of the unit employees in any department so designated with the following exceptions that may be exercised by the Union, as long as the total does not exceed twenty-one (21) stewards: 1) Any department with bargaining unit employees may have a minimum of one (1) steward; 2) the 1% of the unit employees may be rounded up to the next whole number, and 3) the Department of Environmental Quality may have 1%, rounded up, plus one additional steward. Subject to operational needs, stewards are entitled to use time off without loss of pay to represent unit employees within their department during investigative interviews, disciplinary conferences, and grievance meetings with Management. Where no steward is authorized or designated within the department, or a steward from another department is located closer to the employee to be represented, the union may designate a steward from another department to represent the employee. In the sole discretion of the Union, the steward may be released on administrative leave in accordance with Section F.3 above, otherwise, the steward shall be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing annual leave.

- H. Access to Union representatives. Employees shall have reasonable access to a union representative to consult about the rights and obligations provided for in this agreement, but such access should be confined to the non-work time of the employee and the representative and, in any case, such discussions shall not be held in such a place or manner, or for a duration, so as to disrupt the operations of the Employer.
- I. Union Information Packet. The Employer agrees to furnish all new employees in the Scientific and Engineering Unit a packet of informational materials to be supplied to the Employer by the Union. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer.
- J. Presentation. During a planned orientation of new Bargaining Unit employees, one Union representative and/or staff representative shall be given an opportunity to speak briefly about the Union and its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or detrimental to the Employer shall be contained in the presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

The Union representative making the presentation shall be a designated Union representative at the work location premises at which the presentation is made.

- K. MIOSHA Inspection. Effective October 1, 1990, when the Michigan Department of Consumer & Industry Services (MIOSHA), or the United States Department of Labor (OSHA), inspects state facilities in which bargaining unit employees are employed, a Union representative shall be released from work without loss of pay to accompany the inspector in those parts of the facility where bargaining unit employees are employed. Release of the Union representative shall be consistent with the operational needs of the Employer.
- L. Job Interviews. Union employees are entitled to administrative leave, and reasonable travel time for job interview(s) conducted within an employee's current department. In the event the amount of administrative leave necessary for the job interview and reasonable travel time would exceed 8 hours, the amount of travel time considered reasonable will be predetermined by the Employer. Travel expenses are not authorized.